

<b>FORM B1</b> <b>United States Bankruptcy Court</b> <b>Western District of Washington</b>		<b>Voluntary Petition</b>																		
Name of Debtor (if individual, enter Last, First, Middle): <u>Joseph L Kramis</u>	Name of Joint Debtor (Spouse) (Last, First, Middle):																			
All Other Names used by the Debtor in the last 6 years (include married, maiden, and trade names): _____	All Other Names used by the Joint Debtor in the last 6 years (include married, maiden, and trade names):																			
Last four digits of Soc. Sec./Complete EIN or other Tax I.D. No. (if more than one, state all): <u>4128</u>	Last four digits of Soc. Sec./Complete EIN or Tax I.D. No. (if more than one, state all):																			
Street Address of Debtor (No. & Street, City, State & Zip Code): <u>4259 E LK. Samm. Sh. LN. SE</u> <u>Sammamish, WA 98075</u>	Street Address of Joint Debtor (No. & Street, City, State & Zip Code):																			
County of Residence or of the Principal Place of Business: <u>King</u>	County of Residence or of the Principal Place of Business:																			
Mailing Address of Debtor (if different from street address): <u>4259 E LK. Samm. Sh. LN</u> <u>Sammamish, WA 98075</u>	Mailing Address of Joint Debtor (if different from street address):																			
Location of Principal Assets of Business Debtor (if different from street address above): <u>Same</u>																				
<b>Information Regarding the Debtor (Check the Applicable Boxes)</b>																				
<b>Venue (Check any applicable box)</b> <input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District. <input type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.																				
<b>Type of Debtor (Check all boxes that apply)</b> <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Railroad <input type="checkbox"/> Corporation <input type="checkbox"/> Stockbroker <input type="checkbox"/> Partnership <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Other <input type="checkbox"/> Clearing Bank	<b>Chapter or Section or Bankruptcy Code Under Which the Petition is Filed (check one box)</b> <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 11 <input checked="" type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Sec. 304 - Case ancillary to foreign proceeding																			
<b>Nature of Debts (Check one box)</b> <input checked="" type="checkbox"/> Consumer/Non-Business <input type="checkbox"/> Business	<b>Filing Fee (Check one Box)</b> <input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Filing Fee to be paid in installments (Applicable to individuals only) Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form No. 3.																			
<b>Chapter 11 Small Business (Check all boxes that apply)</b> <input type="checkbox"/> Debtor is a small business as defined in 11 U.S.C. § 101 <input type="checkbox"/> Debtor is and elects to be considered a small business Under 11 U.S.C. § 1121(E) (optional)																				
<b>Statistical/Administrative Information (Estimates only)</b> <input type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administered, there will be no funds available for distribution to unsecured creditors.																				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Estimated number of creditors</td> <td style="width: 10%; text-align: center;">1-15</td> <td style="width: 10%; text-align: center;">16-49</td> <td style="width: 10%; text-align: center;">50-99</td> </tr> <tr> <td></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>			Estimated number of creditors	1-15	16-49	50-99		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>										
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<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="6">Estimated Assets</td> </tr> <tr> <td style="width: 16.6%;">\$0 to \$50,000</td> <td style="width: 16.6%;">\$50,000 to \$100,000</td> <td style="width: 16.6%;">\$100,000 to \$500,000</td> <td style="width: 16.6%;">\$500,000 to \$1 million</td> <td style="width: 16.6%;">\$1,000,000 to \$10,000,000</td> <td style="width: 16.6%;">\$10,000,000 to \$50 million</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>			Estimated Assets						\$0 to \$50,000	\$50,000 to \$100,000	\$100,000 to \$500,000	\$500,000 to \$1 million	\$1,000,000 to \$10,000,000	\$10,000,000 to \$50 million	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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FILED  
 MAR 31 PM 2:32  
 U.S. BANKRUPTCY COURT  
 WESTERN DISTRICT OF WASHINGTON  
 DEPT. CLK.

Case # : 04-14308-KAO113  
 Name : JOSEPH L KRAMIS  
 Judge : KAREN OVERSTREET  
 Trustee: K MICHAEL FITZGERALD  
 341: 05/03/04 @ 01:00pm  
 Chapter: 113  
 Filed : March 31, 2004 14:57:12  
 Deputy : CYNDI TAMAYAO  
 Receipt: 110576

<b>Voluntary Petition</b> <i>(This page must be completed and filed in every case)</i>		Name of Debtors(s): <u>Joseph Kramis</u>		FORM B1, Page 2
<b>Prior Bankruptcy Case Filed Within Last 6 Years (If more than one, attach additional sheet)</b>				
Location Where Filed: <u>Seattle</u>		Case Number: <u>unknown</u>		Date Filed: <u>12/29/04</u>
<b>Pending Bankruptcy Case Filed by any Spouse, Partner or Affiliate of this Debtor (If more than one, attach additional sheet)</b>				
Name of Debtor:		Case Number:		Date Filed:
District:		Relationship:		Judge:
<b>Signatures</b>				
<b>Signature(s) of Debtor(s) (Individual/Joint)</b>  I declare under penalty of perjury that the information provided in this petition is true and correct. [If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7. I request relief in accordance with the chapter of title 11, United States Code, specified in this petition. <input checked="" type="checkbox"/> <u>Joseph Kramis</u> Signature of Debtor <input checked="" type="checkbox"/> _____ Signature of Joint Debtor		<b>Exhibit A</b> (To Be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15 (d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11) <input type="checkbox"/> Exhibit A is attached and made a part of this petition.		
<b>Signature of Attorney</b>  <input checked="" type="checkbox"/> _____ Signature of Attorney for Debtor(s)  Printed Name of Attorney for Debtor(s)      Bar ID Number  Firm Name  Address  Telephone Number  Date		<b>Exhibit B</b> (To be completed if debtor is an individual whose debts are primarily consumer debts) I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. <input checked="" type="checkbox"/> _____ Signature of Attorney for Debtor(s)      Date		
<b>Signature of Debtor (Corporation/Partnership)</b> I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor. The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition. <input checked="" type="checkbox"/> _____ Signature of Authorized Individual  Printed Name of Authorized Individual  Title of Authorized Individual  Date		<b>Exhibit C</b> Does the Debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety? <input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition <input checked="" type="checkbox"/> No		
<b>Signature of Non-Attorney Petition Preparer</b> I certify that I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110, that I prepared this document for compensation, and that I have provided the debtor with a copy of this document.  Printed Name of Bankruptcy Petition Preparer  Social Security Number  Address  Names and Social Security numbers of all other individuals who Prepared or assisted in preparing this document.  If more that one person prepared this document, attach additional Sheets conforming to the appropriate official form for each person.  <input checked="" type="checkbox"/> _____ Signature of Bankruptcy Petition Preparer  Date  A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both 11 U.S.C. §110; 18 U.S.C. §156				

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF

In re Joseph Kramis  
Debtor

Case No. \_\_\_\_\_

Chapter 7

Exhibit "C" to Voluntary Petition

1. Identify and briefly describe all real or personal property owned by or in possession of the debtor that, to the best of the debtor's knowledge, poses or is alleged to pose a threat of imminent and identifiable harm to the public health or safety (attach additional sheets if necessary):

..... ATTACHED / Gordon Properties LLC  
.....  
.....  
.....

2. With respect to each parcel of real property or item of personal property identified in question 1, describe the nature and location of the dangerous condition, whether environmental or otherwise, that poses or is alleged to pose a threat of imminent and identifiable harm to the public health or safety (attach additional sheets if necessary):

.....  
.....  
.....  
.....

## REAL ESTATE PURCHASE AND SALE AGREEMENT

Sammamish, Washington

February 10, 2004

Abeha Trust and/or Assigns ("Purchaser") hereby agrees to purchase, and the undersigned Seller agrees to sell, the following real estate located in the County of King, State of Washington, as outlined on Exhibit "A" attached hereto and made a part hereof. (The parties hereto hereby authorize Lawyers Title Company (the "Title Company") or escrow designated to close this transaction ("Escrow") to insert the correct legal description of the above-designated property if unavailable at time of signing, or to correct the legal description entered if erroneous or incomplete.)

### TERMS OF SALE:

1. The purchase price is five hundred eighty four thousand dollars (\$584,000) payable all cash at closing. Earnest money in the sum of Five Thousand Dollars (\$5,000) will be deposited with Seller which shall be non-refundable under all circumstances except Seller's breach or inability to deliver title as required herein. Purchasers' obligation to perform is not subject to any contingency or condition precedent.

2. Seller shall furnish to Purchaser at Seller's expense a standard Owner's Policy of Title Insurance from the Title Company. Purchaser shall be furnished with a Preliminary Commitment for the issuance of such a policy of title insurance covering the subject property, together with full copies of any Exceptions set forth herein on or before February 23, 2004. Title of Seller is to be free of encumbrances or exceptions except those acceptable to Purchaser.

Purchaser shall have until February 28, 2004, to notify Seller and Escrow in writing of Purchaser's disapproval of any Exceptions shown in said Preliminary Commitment; provided however, that rights reserved in Federal patents or State deeds and building or use restrictions general to the district and those exceptions noted on Exhibit B attached hereto (collectively "Permitted Exceptions") shall not be deemed exceptions which Purchaser may disprove. In the event of disapproval of any exceptions in the Preliminary Commitment, Seller shall have until March 15, 2004, to attempt to eliminate any such exception(s) from the Policy of Title Insurance to be issued in favor of Purchaser and, if not eliminated, the escrow shall be cancelled unless Purchaser then elects to waive his prior disapproval. Seller may extend this agreement 10 days upon notice to Purchaser prior to midnight, March 16, 2004, to secure removal of disapproved exceptions.

3. This transaction is not conditioned on Purchasers obtaining a loan on subject property or on feasibility evaluation.

4. This Agreement is for conveyance of fee title. Title shall be conveyed by Bargain and Sale Deed free of encumbrances or defects except those allowed per Paragraph 2.

REAL ESTATE PURCHASE AND SALE AGREEMENT - 1 -

5. Taxes for the current year shall be pro-rated as of date of closing. Buyer shall be responsible for all utilities with outstanding balances at closing.
6. Date of closing is March 31, 2004. Purchaser shall be entitled to possession on date of closing.
7. Subject property is being sold "as is", "where is." Seller makes no warranty as to condition, zoning, boundaries, square footage, or otherwise.
8. The sale shall be closed in the office of Lawyers Title("Escrow"). Purchaser and Seller shall place with Escrow all instruments, documents and monies necessary to complete the sale in accordance with this Agreement. Seller's escrow fees shall be paid by Seller and Purchaser's escrow fees shall be paid by Purchaser. Purchaser agrees to Seller receiving a "Professional Rate" from Escrow company.
9. For purposes of this Agreement, "date of closing" shall be construed as the date upon which all appropriate documents are recorded and proceeds of this sale are available for disbursement to Seller. Funds held in reserve accounts pursuant to escrow instructions shall be deemed for purposes of this definition as available for disbursement to Seller whether credited to his account or made payable in cash.
10. This Agreement supersedes any and all agreements between the parties hereto regarding the subject property which are prior in time to this Agreement. Neither Purchaser, Seller nor Agent shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specified herein except for information or other material supplied to Agent by Purchaser or Seller.
11. Any addendum attached hereto and either signed or initialed by the parties shall be deemed a part hereof.
12. The parties recognize that a default by Purchaser will cause damage to the Seller of a tangible and intangible nature and may be difficult to prove to a mathematical certainty in a court of law. The parties further recognize that, notwithstanding the fact that the Seller may, in a subsequent transaction, obtain a higher purchase price for his property if Purchaser herein defaults, Seller will still have sustained damages due to Purchaser's default for which he is entitled to be compensated. Therefore, if title is insurable to the satisfaction of Purchaser in accordance with paragraph 2, above, and Purchaser fails or refuses to complete this purchase, then the Seller shall have the option to retain the entire earnest money deposit as liquidated damages. The parties expressly agree that the amount of the earnest money deposit has been determined to be as reasonable an estimation of actual damages as the parties could contemplate at the time of the execution of this agreement and expressly waive any claim that the same is excessive as a penalty or otherwise inappropriate. Accordingly,

REAL ESTATE PURCHASE AND SALE AGREEMENT - 2 -

**IN THE EVENT THE PURCHASER FAILS, WITHOUT LEGAL EXCUSE, TO COMPLETE THE PURCHASE OF THE PROPERTY, THE EARNEST MONEY DEPOSIT MADE BY THE PURCHASER SHALL BE FORFEITED TO THE SELLER AS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO THE SELLER FOR SUCH FAILURE.**

Initials: Seller SG Purchaser JK

13. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

14. AGREEMENT TO PURCHASE AND TIME LIMIT FOR ACCEPTANCE. Purchaser offers to purchase the property on the above terms and conditions. Seller shall have until midnight of February 10, 2004, to accept this offer.

Purchaser: Joseph Kramis Date: 2/10/04, 2004 Phone: 425-985-8376

Purchaser: \_\_\_\_\_ Date: \_\_\_\_\_, 2004 Mobile Phone: \_\_\_\_\_

Purchaser's Address: 5400 Carillon Point #433 Kirkland, WA 98053

PRINT PURCHASER'S NAME(S): Joseph L. Kramis

15. SELLER'S ACCEPTANCE. Seller agrees to sell the property on the terms and conditions specified herein.

Seller: Gordon Properties, LLC Date: 2-10, 2004 Phone: 425-417-3931

Seller: \_\_\_\_\_ Date: \_\_\_\_\_, 2004 Mobile Phone: SAME

PRINT SELLER'S NAME(S): Gordon Properties, LLC

Seller's Address: 2026 Broadway E, SEATTLE, WA 98102

16. COUNTEROFFER: If Seller has made a counteroffer hereon or attached hereto, Purchaser shall have until 9:00 p.m. on \_\_\_\_\_, 2004, (if not filled in the second day following the date the counteroffer is made) to accept the counteroffer, unless sooner withdrawn.

17. PURCHASER'S RECEIPT. Purchaser acknowledges receipt of a Seller signed copy of this Agreement on February 10, 2004.

Purchaser: Joseph Kramis Purchaser: \_\_\_\_\_

775-245-8314 Fax

REAL ESTATE PURCHASE AND SALE AGREEMENT - 3 -

This contract has been assigned to Joseph Kramis. on 2/28/04

**EXHIBIT 'A'**

The following is the legal description for the property commonly known as 4259 East Lake Sammamish Shore Lane, Sammamish, WA 98075.

The East 60 feet of the West 650 feet of that portion of Government Lot 3, Section 17, Township 24 North, Range 6 East W.M., records of King County, Washington, lying South of the Northern Pacific Railroad right of way, together with second class shoreland adjoining. Situate in the County of King, State of Washington.

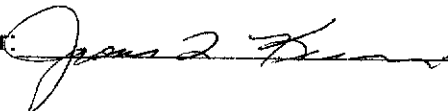
Seller:



Date:

2-10-04

Buyer:



Date:

2/10/04